

EXHIBIT 80

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1963 U.S. Dist. LEXIS 7205, *; 54 L.R.R.M. 2660;
48 Lab. Cas. (CCH) P18,708

United **Instrument Workers**, Local 116, International Union of Electrical, Radio and Machine Workers, AFL-CIO, et al., Plaintiffs v. Minneapolis-Honeywell **Regulator** Company, Brown Instrument Division, Defendant.

Civil No. 31714.

United States District Court for the Eastern District of Pennsylvania.

1963 U.S. Dist. LEXIS 7205; 54 L.R.R.M. 2660; 48 Lab. Cas. (CCH) P18,708

November 26, 1963.

OPINION BY: [*1]

KIRKPATRICK

OPINION: KIRKPATRICK, J.: This suit seeks to set aside an arbitrator's decision that the employee's discharge was proper under the terms of the collective bargaining agreement between the union and the employer. The question whether or not the employee was guilty of the misconduct charged was clearly a matter subject to arbitration under the contract, and such differences as exist between the provisions for arbitration in this contract and the one before the Supreme Court in United Steelworkers of America v. Enterprise Wheel and Car Corporation, 363 U.S. 593, are immaterial.

The employee complains that the arbitrator had no power to consider evidence not presented at the lower levels of the grievance procedure. I think he had such power. A rule to the contrary would convert an arbitrator's hearing into a technical and very restricted review and would be contrary to the spirit and purpose of arbitration.

The plaintiff also complains of some of the evidence considered by the arbitrator. He does not argue that hearsay evidence is inadmissible but, in effect, asserts that there was too much of it. From the record before me, it is clear that the arbitrator had evidence [*2] on which to make his award. Although the rules of evidence exclude hearsay in a trial at law, the exclusion is not because hearsay is entirely without probative value. It has been said with some justice that the characterization of evidence as hearsay is in reality simply a criticism of the weight that should be given to it. In an arbitration the parties have submitted the matter to persons whose judgment they trust, and it is for the arbitrators to determine the weight and credibility of evidence presented to them without restrictions as to the rules of admissibility which would apply in a court of law.

The motion to dismiss is granted.

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